



Tesco Mobile Protect

insurance.tescomobile.com tescomobileprotect@asurion.com 0345 030 3290¹ 8am-9pm Monday to Friday 8am-8pm Saturday & 9am-6pm Sunday

Please remember to:

- Read the Terms and Conditions in full, so you know what's covered, what's not and how to claim.
- Block your lost or stolen mobile device as soon as you discover it's missing. See Section D. Making a claim for contact numbers.
- Make a claim with us, ideally within 30 days of discovering that your device is damaged or missing See Section D. Making a claim.
- Pay the excess fee to complete your claim. This is confirmed in your welcome letter and you can call us any time to check it.
- Comply with our reasonable instructions including switching off or uninstalling any app or removing an eSIM which prevents our access to remove data from the claimed-for device.
- Return any damaged or faulty device in the pre-paid packaging provided or you'll be charged a non-return fee.

Terms & Conditions

Please read these terms and conditions in full so you understand what's covered and what's not. The terms 'we', 'our' and 'us' means Asurion (the Policy Administrator) and/or WDP Insurance Limited (the Insurer).

A. Your Cover

Cover	Tesco Mobile Protect Damage Cover	Tesco Mobile Protect Full Cover
Accidental damage, including cracked screens and liquid damage	~	~
Malicious damage caused by someone who doesn't have your permission to use the device	~	~
Pet damage	~	~
Out-of-warranty breakdown	~	~
Loss	×	~
Theft	×	~

You can add it when buying or upgrading your Pay Monthly device with Tesco provided, you're over 18, a UK resident, haven't had a mobile insurance policy declined or cancelled by us in the past, or a claim denied by us due to fraud. You can only buy, remain on, and make a claim with Tesco Mobile Protect if you and the main authorised user of the device live permanently in the UK. If at any time you or the authorised user are no longer going to be resident in the UK, you need to contact us using the details above and let us know. We will cancel your cover if you no longer meet these criteria.

You're covered as soon as the device is in your hands. You're covered to lend it to family and friends and whenever you travel abroad.

Your cover may not be accepted by the Insurer (which may take up to 14 days from purchase). If this happens, we will immediately void your policy back to its start date and write to you to let you know.

B. The cost of cover

Your monthly premium and claim excess fee (the amount you have to pay towards the cost of your replacement device to complete a claim) are based on the value of your device at the time of purchase and confirmed in your welcome pack.

If you are eligible for, and have selected, money off Tesco Mobile Protect Family Perk then this will reduce the monthly premium you will pay to the Insurer. Your monthly premium will be shown in your welcome pack and any change to your premium relating to the application of Tesco Mobile Family Perks will be communicated to you. The money off Tesco Mobile Protect Family Perk is provided by the Insurer and is administered in accordance with the Family Perk Terms & Conditions.

Your policy is paid monthly in advance by separate direct debit or from your chosen payment card (this will show on your statement as TescoPhoneIns). You need to pay the first month's premium before any claim can be completed. Cover then renews automatically for the next 59 months after which we'll cancel your policy, unless terminated early in accordance with Section E. As devices age they may fall in value and so from time to time we may adjust excess fees downwards. Call us to find out your current excess fee.

C. What's not covered

- Any device other than one purchased from Tesco Mobile and shown on your welcome letter unless replaced by us or replaced under manufacturer warranty.
- Any claim for loss or theft if you have Tesco Mobile Protect Damage Cover.
- Any claim if you haven't paid your insurance premium. Provided we haven't yet cancelled your policy for non-payment, we'll continue your claim if you pay the outstanding amount.
- The claim excess fee you have to pay to complete a successful claim.
- A third or subsequent claim made within a 12-month period.
- Any fault that happens within the manufacturer's warranty period (where the manufacturer covers you against certain operating failures).
- Accessory-only claims.
- Accessories other than the battery, mains charger and hands-free kit that came in the box with your device.
- The costs of any calls, texts, data usage or downloads on a lost or stolen device.
- Cosmetic damage where the device works as normal, except where you are claiming for a cracked screen.
- Damage caused by making alterations to the device or acting against manufacturer guidelines.
- Any malicious or deliberate loss or damage to the device caused by you or someone who has your permission to use it.
- The cost of any repair to your device unless we instruct it.
- Any losses or consequences you face as a result of being without your device.
- Confiscation of your device by a finance company or government agency (such as the police).
- Loss or corruption of any kind of app, software or digital content other than standard manufacturer software.
- Any claim that we find to be fraudulent. If we settle a claim that's later found to be fraudulent we may take action to recover our costs.

D. Making a claim

 If your device is lost or stolen, call your network as soon as possible (we recommend within 48 hours) to block it against fraudulent use.

We recommend you report any stolen device to the police as we have the right to require a crime reference number to complete your claim.

 Submit your claim online 24/7 at: insurance.tescomobile.com, ideally within 30 days of discovering the loss, theft, damage, or breakdown. Or you can call us on 0345 030 3290¹.

If you're calling from abroad, please dial +44 345 030 3290 replacing + with the international dialling prefix relevant to your location (check with your operator for details of international rates).

Please have a payment card ready to pay your claim excess fee. We accept MasterCard and Visa debit or credit cards.

If you report a claim to us more than 90 days after discovering the loss, theft, fault, or damage to your device, we will still consider your claim, but it may affect our ability to assess your claim and could, in some cases, result in it being declined. We will ask you to provide relevant information to support your claim. In some cases, we may also ask you to complete a written claim statement and/or provide evidence of your identity.

You must take reasonable care to ensure that any information provided to us is complete and accurate. If you don't provide accurate or full information when requested, it may invalidate your insurance and could affect all or part of your claim. Information about fraudulent claims may be forwarded to the police, government or other regulatory bodies and fraud investigation agencies.

When you make a claim, we'll automatically block any lost or stolen device before sending a replacement. We won't be able to complete your claim until you agree to our blocking that device. Once your claim is completed, we (and only we) can unblock that device.

Any replacement device you receive may be refurbished to our standard using original equipment manufacturer parts. In the unlikely event we can't send you a same model replacement, we'll offer you a different make, model or colour device with comparable features and functionality.

We aim to send a next-day replacement for claims approved before 8.30pm Monday to Friday and 2.30pm on weekends. If we're late, let us know and we'll give you £15 for any delay paid to the payment card used to pay your claim excess fee within 30 days. This excludes:

- Claims made or deliveries that fall on a Bank Holiday.
- Deliveries outside mainland Great Britain, including deliveries to the Scottish Islands, Northern Ireland and the Channel Islands.
- Any delay caused by something outside our control like extreme weather, natural disaster, epidemic or crime, and supply shortages affecting the industry (e.g. where new model devices are in very high demand and short supply after launch).

Please make sure someone is in to sign for the delivery. If we deliver to your chosen address, we take no responsibility if you do not receive the device personally. Your replacement comes with:

- A 24-month warranty.
- The usual device accessories, if yours were involved in the incident or we offer a different-model replacement.
- Pre-paid packaging to return any damaged or faulty device (minus any SIM card, battery or charger)

As soon as you receive your replacement device, the original claimedfor device (the faulty or damaged device, or the lost or stolen device if later recovered) becomes the property of the Insurer and must be returned to us within 15 days. Otherwise, we'll charge a non-return fee (based on the value of the non-returned model) to the payment card used to pay your excess fee. The device is your responsibility until it arrives with us so, please get proof of postage from the Post Office. We will not approve any further claim until you have returned the claimedfor device or paid the outstanding amount.

You must comply with our reasonable instructions including switching off or uninstalling any app and/or removing an eSIM which prevents our access to remove data from the claimed-for device. If you need any help with this, please call us on 0345 030 3290¹. If you refuse to do it, we will not proceed with your claim. If you fail to do it we will treat that as a non-return and may charge you a non-return fee.

E. Cancelling your cover and changes to the policy

You can cancel within the first 28 days and (if you haven't made a claim) we'll refund any premium paid. Otherwise, you can cancel at any time and cover will finish at the end of the paid-for period.

When you buy another device from Tesco Mobile on the same mobile number and add insurance, we'll cancel cover on your old device automatically. You can call us to keep that policy running. We'll set up a policy for the new device and confirm your cover start date, premium and claim excess in writing.

We'll cancel your policy if you fail to pay the monthly premium or have two successful claims in any 12-month period.

We will cancel your policy immediately if you make a claim we find or suspect to be fraudulent or linked to fraudulent activity.

We may cancel your policy or alter the premium or excess fee for future periods of cover based on significant adverse claims experience, significant increase in our operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates. If we cancel your policy for this reason or make a change that increases any charges or reduces your cover, we'll give you at least 30 days' notice sent to the current contact details we have for you and you will be able to cancel your policy if you are not happy with our changes. If we make any change that improves your cover, we may apply it straight away without notice.

We may also cancel your policy if it is no longer economically viable to provide this product or if we, or the Insurer, withdraw from the market of providing policies of this type in the UK. If this happens we'll give you at least 30 days' notice sent to the current contact details we have for you.

F. How to complain

You can call or email us (see contact details at the top of these Terms) or write to PO Box 670, Brentford, TW8 1DA. If we can't resolve your complaint right away, we'll email or write to you within five working days to outline our next steps. If the issue still isn't resolved within two weeks, we'll contact you to keep you up to speed on what's happening.

If you're not happy with the outcome or we haven't given our final response within 8 weeks, you can contact the Financial Ombudsman Service by phone: 0800 023 4567 (Freephone) or 0300 123 9123, by email: **complaint.info@financial-ombudsman.org.uk** or in writing at Exchange Tower, London, E14 9SR. You need to contact them within 6 months of receiving our final decision. The service is free and we are bound by any decision the Financial Ombudsman reaches. This won't affect your statutory rights or prejudice your right to take subsequent legal proceedings. See **financial-ombudsman.org.uk** for more details.

G. Who provides this cover

This insurance is administered by Asurion Europe Limited ('Asurion'), which is authorised and regulated by the Financial Conduct Authority (no.502545), registered in England and Wales with company number 6568029 at Vantage London, Great West Road, Brentford, TW8 9AG. The Insurer is WDP Insurance Limited, which is authorised by the Gibraltar Financial Services Commission, and is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. WDP is registered in Gibraltar with company number 115687 at 1st Floor, Grand Ocean Plaza, Ocean Village GX11 1AA, Gibraltar. Go to **fca.org.uk/register** or call 0800 111 6768 (Freephone) or 0300 500 8082 to check the Financial Conduct Authority's register.

You and we may choose which law will apply to this contract. Unless we agree otherwise, Tesco Mobile Protect is governed by the law of the part of the United Kingdom that you live in (England and Wales, Scotland or Northern Ireland) and all communication from us will be in English.

We are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we can't meet our liabilities, you may be entitled to compensation to a maximum of 90% of your claim. Further info can be obtained from the FSCS on 0800 678 1100 (Freephone) or by going to fscs.org.uk.

H. How we communicate with you

We will communicate with you by email, SMS or in writing using your given contact details. If we send SMS communications this will be to the mobile number associated with your airtime contract.

I. Our use of your personal data

Asurion is registered with the Information Commissioners Office as a Data Controller (number Z2176995).

Personal information we collect when you use our services is needed for the following purposes:

- **Contract:** to communicate with you, process enrolments, bill and collect, process cancellations, process claims that you submit, provide customer service, administer your policy, and manage our supply chain management to deliver replacement devices to you.
- Legitimate interests: for maintaining our books and records, maintaining security and integrity, monitoring use and performance, quality assurance, fraud detection and prevention, and product improvement and development.
- Comply with legal requirements: to notify you as required by law in the event of a breach regarding the security of your personal data. We also use your personal information to comply with any other UK or EU legal requirements.

If you do not desire for your personal data to be processed in accordance with these terms, you may cancel your policy at any time in accordance with section E.

If you fail to provide certain information when requested, we may not be able to provide the services for which you have contracted, such as processing a claim.

Where to turn with questions

If you have any questions on this section of your policy, please contact our Data Protection Officer by postal mail or email anytime.

Asurion Attn: EU Data Protection Officer c/o Office of the General Counsel 648 Grassmere Park Nashville, TN, USA 37211

privacy@asurion.com

We may collect the below types of personal information:

- Name;
- Mailing address;
- Email address;
- Mobile phone number and information that identifies your mobile device, such as an IMEI;
- Information collected after obtaining your permission;
- Any information that you provide as part of filing a claim;
- Information provided by your mobile network provider to validate your claim;
- Other information that personally identifies you or is linked or linkable to you.

As part of the claim process, Asurion or its affiliates may require you to provide a copy of your driver's license, passport or other forms of identification. Additionally, in order to process your claim, Asurion or its affiliates may request your shipping and billing information, credit card information or other preferred payment means.

We will not use or disclose your personal information to third parties except as disclosed in this policy.

Asurion may transfer your personal information to:

- Non-affiliated companies that include telecommunication carriers, credit card payment processors, security services providers, service providers who send communications on our behalf and third parties providing claims fulfilment, supply chain logistics, data centre operations, information technology, customer service and quality assurance monitoring of customer service. These companies are required to comply with the principles set out in this policy and only use such personal information for the purposes for which it was provided to them.
- A third-party, in the event of a proposed or actual purchase, sale (including a liquidation, realisation, foreclosure or repossession), lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of its business or of any assets or shares of our business or a division thereof in order for you to continue to receive the same or similar products and services from the third-party. In these circumstances, personal information may be shared with the actual or prospective purchasers or assignees, or with the newly acquired business.

To determine the appropriate period in which we will keep your personal information before we securely destroy it, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

Our services are not directed to, and we do not knowingly collect personal information from, individuals under the age of 18. If a child is accessing services without your consent, please contact us by using the information provided below so that we can remove any personal information provided.

Personal information we collect from you may be processed by Asurion and third-parties as described in this policy in the United States and other countries and used consistent with your relationship with Asurion and the practices described in this policy.

Personal information will only be transferred to locations outside of the UK and the EU where permissible legal structures exist or where the country is deemed "adequate" by the EU Commission.

We have implemented technical and organisational measures designed to provide appropriate levels of security for your personal data. Reasonable administrative, logical, and physical controls are in place to prevent your personal information from being accidentally lost, used, or accessed in unauthorized ways.

While we take various steps to ensure the accuracy and completeness of your personal information, we rely upon you to provide accurate and complete personal information when interacting with us. Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a 'data subject access request'). This enables you to receive a copy of the personal information we hold about you.
- Request correction of any incomplete or inaccurate personal information that we hold about you.
- Request erasure of your personal information when there is no need for us continuing to process it or you have exercised your right to object to processing (see below).
- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground.
- Request the restriction of processing of your personal information to suspend the processing, for example if you want us to verify its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to exercise any of these rights, please contact the Data Protection Officer in writing per the 'Where to turn with questions' details in this section. Valid requests will be honored within 30 calendar days of request. This 30-day period may be extended for another 2 months for complex requests with notification of the reasons for the extension to you. Any such requests should be submitted to the Data Protection Officer.

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances. In addition, there may be requests that we are unable to process because of other EU legal requirements. If a request is denied, we will notify of the reason.

We may need to request specific information for you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

You also have the right to lodge a complaint with the UK Information Commissioner's Office or other EU supervisory authority. However, if you have a complaint regarding the processing of your personal information, we request that you first contact the Asurion Data Protection Officer as indicated in the 'Where to turn with questions' section of this policy and we will reply promptly.

1 0345 030 3290 is open 8am-9pm Monday to Friday, 8am-8pm on Saturday and 9am-6pm on Sunday. We are also open on Bank Holidays (excluding Christmas Day and Easter Sunday). Calls to 03 numbers cost the same as calls to UK landlines starting 01 and 02. Calls from landlines and mobiles are included in free or inclusive calls packages. Details correct at time of print.